

MAINE DEPARTMENT OF EDUCATION

Learning Through Technology

RFP# 201203260

Maine Learning Technology Initiative Professional Development Providers

RFP Coordinator:

Jeff Mao
Learning Technology Policy Director
Department of Education
State House Station #23
Augusta, ME 04333-0023

Tel: (207) 624-6634 e-mail: jeff.mao@maine.gov Fax: (877) 494-MLTI

From the time this RFP is issued until award notification is made, all contact with the State regarding this RFP must be made through the aforementioned RFP Coordinator. No other person/State employee is empowered to make binding statements regarding this RFP; and only written statements from the RFP Coordinator are binding. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

Bidders Conference: No Bidder's Conference

Round 1:

RFP Release Date: March 30, 2012

Deadline for Submitted Questions: April 9, 5:00 p.m. Local Time

Proposals Due: April 20, 2012, not later than 2:00 p.m. Local Time

Round 2:

RFP Re-release Date: May 18, 2012

Deadline for Submitted Questions: May 29, 2012, 5:00 p.m. Local Time

Proposals Due: June 8, 2012, not later than 2:00 p.m. Local Time

AT

Division of Purchases

**Burton M. Cross Building, 4th Floor, 111 Sewall Street
9 State House Station, Augusta ME 04333-0009**

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Maine Department of Department of Education

RFP# 201203260

Maine Learning Technology Initiative Professional Development Providers

PART I INTRODUCTION

1. Purpose and Background

The Department of Education (“Department”) is seeking proposals to provide professional development services to support the implementation of the Maine Learning Technology Initiative (“MLTI”) as defined in this Request for Proposal (RFP). This document provides instructions for submitting proposals, the procedure and criteria by which the provider(s) will be selected, and the contractual terms that will govern the relationship between the State of Maine and the awarded provider(s).

Maine established the Maine Learning Technology Initiative in 2002 as a result of the Report from the *Task Force for the Maine Learning Technology Endowment: Teaching and Learning for Tomorrow: A Learning Technology Plan for Maine’s Future*. The report created a state learning technology plan to elevate achievement, expand aspirations, and prepare students for a future economy that will rely heavily on technology and innovation.

<http://maine.gov/mlti/resources/history/mlterpt.pdf>

The MLTI program remains the premier statewide program in the nation in the integration of technology as a tool for teaching and learning in K-12 education.

Both the state learning technology plan and resulting statute (<http://www.mainelegislature.org/legis/statutes/20-A/title20-Ach801sec0.html>) call for professional development support for both pre-service and in-service teachers. Since its inception, the MLTI has provided professional development services to Maine educators, and they have become the hallmark of the program. This RFP intends to continue that effort, and it seeks highly qualified providers to work with the Department to support the on-going evolution and transformation of Maine’s teaching and learning environments.

2. General Provisions

- 2.1. Issuance of this RFP does not commit the Department to issue an award or to pay expenses incurred by the Bidder in the preparation of a response to this RFP. This includes attendance at personal interviews or other meetings, and software or system demonstrations.
- 2.2. Subject to Section 2.6 below, all proposals must adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments, such as the Summary of Questions and Answers, issued by the Department. Proposals must follow the format and respond to all questions and instructions specified in PART IV. - PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION.
- 2.3. Note that only materials offered in the proposal, information provided through interviews (if any), and Department information on previous contract history will be criteria for award consideration. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the total fixed price contained therein will remain firm for a period of 180 days from the date and time of the bid opening.

- 2.4. The selected Bidder's proposal, including all appendices or attachments, will be incorporated in the final contract.
- 2.5. According to State procurement law, the content of all proposals, correspondence, addenda, memoranda, working papers and other medium which discloses any aspect of the request for proposals process will be considered public information when the award decision is announced. This includes all proposals received in response to this RFP, both the selected proposal(s) and the proposal(s) not selected, and the information in those proposals that a Bidder may consider proprietary in nature. Therefore, the State makes no representation it can or will maintain the confidentiality of such information.
- 2.6. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities for proposals received in response to this RFP.

3. Eligibility to Submit Bids

- 3.1. Public agencies, private for-profit corporations, independent contractors and non-profit corporations [including 501(c)(3)] and institutions are invited to submit bids in response to this Request for Proposals.

4. Contract Terms

- 4.1. The Department is seeking a cost-efficient proposal to provide services, as defined in this RFP. The Department will review proposals for the anticipated contract periods of July 1, 2012 through June 30, 2013 (Round 1) and August 1, 2012 through June 30, 2013 (Round 2). See Section 9.1 for proposal deadlines. Please note that this estimated contract start date may need to be adjusted in order to complete all procedural requirements associated with this RFP and the contracting process. The actual contract start date will be established by a completed and approved contract. The Department anticipates it will award multiple contracts in order to meet the varied needs in MLTI participating schools. The Department reserves the right to make partial awards. The number and type of awards will be dependent on availability of funding, quality, number, and topic areas covered by the responses to the RFP.
- 4.2. Contract Renewal: Following the initial term of the contract, the contract may be renewed annually for up to three (3) additional years, subject to continued availability of funding and satisfactory performance, at the Department's sole discretion.

5. Target Population

- 5.1. Providers will be required to provide services to educators and schools in all regions of the State. For a list of participating schools, please see: <http://maine.gov/mlti/aup/>. The Department is seeking a qualified provider or providers in the following areas:

- English Language Arts
- Mathematics
- Library/Media Services
- Science
- Social Studies
- World Languages
- Universal Design and Accessibility
- Visual and Performing Arts

6. Definitions

Term	Definition or Reference
Adobe Connect	A web conferencing technology used by the State of Maine. Please see http://www.adobe.com/products/adobeconnect.html .
Apple, Inc.	The Department has an existing agreement with Apple, Inc. as its primary solution provider for MLTI's equipment, software and support services. This includes some professional development services.
CEPARE	Center for Education Policy, Applied Research, and Evaluation (CEPARE) at the University of Southern Maine. The Department has an existing agreement with CEPARE to provide program evaluation services.
iTunes U	A repository of audio and video resources operated by Apple, Inc. The Department of Education maintains a site in iTunes U. Please see http://www.mlti.org/itunesu .
<i>Maine Learning Results</i> ("MLR")	The State of Maine's adopted curriculum standards including the Common Core State Standards. See http://maine.gov/education/standards.htm and http://maine.gov/education/lres/commoncore/
MLTI Device	The personal digital device provided to each student and teacher. Please see http://www.maine.gov/mlti/tech/DeviceSpecs.pdf
MLTI Image	Common state-wide collection of software tools and configurations pre-loaded on the MLTI device. Please see http://www.maine.gov/mlti/tech/
MLTI Solution	The range of tools provided through the MLTI program including Apple MacBook computer (see MLTI Device), software (see MLTI Image), and online learning platform (see Studywiz).
NoteShare	A software application included as part of the MLTI solution. See http://www.aquaminds.com .
SAMR	A technology Integration Model used by MLTI. Please see http://www.mlti.org/samr
Studywiz	An online learning platform provided as part of the current MLTI solution. Please see http://studywiz.com .
TPCK	A technology integration model used by MLTI. Please see http://www.mlti.org/samr .
Webinar	A live workshop delivered synchronously over the Internet using a web conferencing tool (see Adobe Connect).

PART II SCOPE OF SERVICES

7. Required Services and Expectations

7.1. Schedule and Availability

The Department is seeking proposals from Bidders able to provide services as described in this RFP on a full-time, part-time, or à la carte basis.

7.1.1. Full-time

For full-time providers, the Department is seeking providers that are able to deliver services as described here (Section 7) to Maine educators throughout the regular 2012-2013 school year (mid-August to the end of June) and to develop and support these workshops. In addition, the Department expects providers to be available to deliver professional development workshops for a limited number of events during certain traditional school breaks. During the February school break (usually 3rd week of February) and April school break (usually 3rd week of April) the Department is considering hosting regional in-person workshops. The Department hosts an annual summer conference in Maine during the final week of July (July 24-26, 2012). Additionally, the Department may, at the request of schools or other educational organizations in Maine, require providers to deliver workshops during the traditional school summer break. Finally, the Department assumes that providers will require the months preceding the beginning of the school year to develop content and curricula.

The Department does not expect services to be provided during traditional state and federal holidays (http://www.maine.gov/bhr/employee_center/holiday.htm) and expects that providers may have office closures surrounding certain holidays. Bidders should describe their availability against this calendar and include known dates when the provider will be unavailable.

7.1.2. Part-time

For part-time providers, the Department is seeking providers that are available to deliver services in the same manner as a full-time provider, but have limited availability to do so. For example, a part-time provider may be available throughout the time period described above (Section 7.1-7.1.1) but on a 0.6 Full Time Equivalent (FTE) basis. Bidders should describe their availability against the calendar described in Section 7.1.1 and include known dates when the provider will be unavailable.

7.1.3. À la carte

For à la carte providers, the Department is seeking providers that are available to deliver a specific set of services as described in Section 7 on a project-by-project basis. For example, an à la carte provider may be available to develop content for and deliver a webinar or webinar series to support teachers in a specific content area. Bidders should describe their availability to provide à la carte services and identify the services. The Bidder should only respond to Sections 7.2-7.7 as appropriate to the à la carte services being proposed.

Bidders should specify which services they are proposing to provide and respond to the following portions of Section 7 as well as other parts as instructed in PART IV PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION of the RFP for à la carte services:

- Content Development for Audio/Video Podcasts for iTunes U (Sections 7.2.1, 7.2.3, 7.4.2.2, 7.5, 7.6.3, 7.7)
- Curriculum Development for In-Person Workshops (Sections 7.2, 7.5, 7.6.3, 7.7)
- Curriculum Development for Synchronous Online Workshops (via Adobe Connect) (Sections 7.2, 7.5, 7.6.3, 7.7)

- Curriculum Development for Asynchronous Online Workshops (via Studywiz) (Sections 7.3, 7.5, 7.6.3, 7.7)
- Workshop Delivery for In-Person Workshops (Sections 7.3.1, 7.3.4, 7.5, 7.6.3, 7.7)
- Workshop Delivery for Synchronous Online Workshops (via Adobe Connect) (Sections 7.3.2, 7.3.4, 7.5, 7.6.3, 7.7)
- Workshop Delivery for Asynchronous Online Workshops (via Studywiz) (Sections 7.3.3, 7.3.4, 7.5, 7.6.3, 7.7)

7.2. Content and Curriculum Development

The specific topics of the content and curricula are not required in a response to this RFP. The Department is currently engaged in a needs assessment coordinated by the Center for Education Policy, Applied Research, and Evaluation (CEPARE) at the University of Southern Maine to better determine perceptions of need from school principals, teacher leaders, and teachers. The Department expects providers will work in close coordination and collaboration with Department staff to develop content and curricula based on the results of the needs assessment and guided by the Department’s strategic plan (<http://maine.gov/education/plan/>).

For the purposes of this RFP, the Department is differentiating between “Digital Content” and “Workshop Curricula”. “Digital Content” refers to digital media intended for use by a teacher or student independent of a facilitated workshop. “Workshop Curricula” is digital media produced specifically to support a facilitated workshop. Further, the Department recognizes that “Workshop Curricula” often leverage “Digital Content” within the context of the curricula.

7.2.1. Digital Content Development

The provider will be responsible for developing digital content designed to support effective teaching and learning strategies that leverage digital tools and resources, in particular the MLTI device and image, to support teachers and students with the attainment of the *Maine Learning Results* (“MLR”). Content developed will be specifically tailored to the 1:1 learning environment provided by MLTI. The TPCK/SAMR models will be the basis for all content created. The Department publishes and shares digital content to students and educators through a variety of digital means including but not limited to blogs (<http://www.maine121.org>, <http://minute.maine121.org>), audio and video podcasts on iTunes U, and NoteShare. The Bidder should describe its experience and capacity developing digital content as described above.

7.2.2. Workshop Curricula Development

The provider will be responsible for developing curricula for use in professional development workshops (online synchronous, online asynchronous, and in-person) in digital form to support effective teaching and learning strategies that leverage digital tools and resources, in particular the MLTI device and image, to support teachers and students with the attainment of the MLR. Curricula developed will be specifically tailored to the 1:1 learning environment provided by MLTI. The TPCK/SAMR models will be the basis for all curricula created. The Department has existing resources to support online delivery of professional development, including Adobe Connect webinar rooms and standard IP-based video conferencing equipment. The Bidder should describe its experience and capacity developing curricula as described above.

7.2.3. Content and Curricula Accessibility

All content and curricula produced for the Department must be accessible to all populations including people who are blind/low vision and/or Deaf/hard of hearing. The Department has existing agreements with providers and existing capacity to generate transcripts and captioning for digital audio and digital video resources. The provider will work with the Department to ensure that content and curricula produced are accessible (i.e., formatted for use with a screen reader) or

are available in file types that may be captioned and/or transcribed. The Bidder should acknowledge its understanding of this requirement and indicate its intent to comply.

7.3. Professional Development Delivery

7.3.1. In-Person Workshop Delivery

The provider will be responsible for delivering in-person workshops based on content and curricula described in Sections 7.1.1-7.1.2 or other content made available by the Department. The Department will provide scheduling and logistical support, but the provider is expected to be able to travel to schools and other venues around the State of Maine. The Department commonly provides workshop presentations at the annual conferences of Maine educational organizations including Maine School Management Association, Association of Computer Technology Educators of Maine, Maine Association of Middle Level Educators, and others. In addition, the Department hosts its own conferences including the MLTI Summer Institute. The Department also partners with the Maine International Center for Digital Learning to host delegations of educators from other states and countries interested in learning more about the MLTI. The provider is expected to represent the MLTI and the Department at these events as part of the Agreement that results from this RFP. The Bidder should describe its experience and capacity to deliver in-person workshops.

7.3.2. Online Synchronous Workshop Delivery

The provider will be responsible for delivering online synchronous workshops based on content and curricula described in Sections 7.1.1-7.1.2 or other content made available by the Department. The Department will provide scheduling and logistical support as well as the online platform (Adobe Connect and/or video conferencing), but the provider is expected to be able manage and manipulate the online platform. The Bidder should describe its experience and capacity to deliver online synchronous workshops.

7.3.3. Online Asynchronous Workshop Delivery

The provider will be responsible for delivering online asynchronous workshops based on content and curricula described in Sections 7.1.1-7.1.2 or other content made available by the Department. The Department will provide scheduling and logistical support as well as the online platform (Studywiz), but the provider is expected to be able manage and leverage the online platform. The Bidder should describe its experience and capacity to deliver online synchronous workshops.

7.3.4. Workshop Delivery Accessibility

For in-person workshop delivery, if participants require accessibility accommodations including American Sign Language interpreters or CART services, the Department will arrange and provide these services. The provider is not responsible for providing these services, but will be expected to work with these service providers to ensure that workshops are delivered in an accessible fashion. The Department will arrange and provide accommodations for online synchronous workshops as necessary as well, and the provider is expected to work with the service provider to ensure that the workshop is accessible. Similarly the Department will ensure that its online hosted solutions allow for necessary accommodations. It is the responsibility of the provider to encode and/or leverage these functions (i.e., images uploaded to the Studywiz online learning environment must include an appropriate Alt-tag). The provider is expected to work with the Department to ensure that workshops are delivered in an accessible fashion. The Bidder should acknowledge its understanding of this requirement and indicate its intent to comply.

7.4. Maine Educational Community Engagement

7.4.1. School Contact

Providers will assist MLTI staff maintain communications with school leaders. The Department expects providers to utilize communication technologies to reduce travel as appropriate including telephone, email, and video conferencing. The purpose of the communications with school leaders is to help ensure that they are aware of professional development opportunities available to their schools from the MLTI as well as to help inform the MLTI of the expressed needs for professional development. The Department recognizes that school leaders are very busy, and that can make coordinating with and/or receiving responses from them difficult, but expects that providers would regularly attempt to make contact with school leaders on a monthly basis. Bidders should acknowledge its understanding of this requirement and indicate its intent to comply.

7.4.2. Online and Social Media engagement

The Department maintains a growing online social media presence. The provider is expected to represent the Department in its capacity as a professional development specialist in educational technology and the MLTI at specified online sites. These sites are:

7.4.2.1. <http://www.mainelearning.net>

The mainelearning.net site is new with an anticipated initial launch of April 2012. The site intends to be an online community space for the open exchange of ideas and resources to support learning and teaching in Maine schools. Since this site is new and evolving, specific requirements related to this site are as yet undefined, but the Department expects that Providers will work with the Department to determine an appropriate level of engagement.

7.4.2.2. <http://www.maine121.org> and <http://minute.maine121.org>

These blogs are maintained by the MLTI and are the home for some of the digital content produced through the professional development efforts of the MLTI (including the successful Bidder). Providers are expected to assist with the creation of content for minute.maine121.org and for posting pre- and post-webinar blog entries to www.maine121.org as appropriate, and to monitor and respond as appropriate to comments posted to the blogs.

7.5. Ownership of Content and Curricula

All materials produced, including content and curricula, and audio/video recordings of live workshops, and provided by the Provider as a result of this RFP and the resulting Agreement, are owned by the Maine Department of Education. In general, the Department intends to publish all content, curricula, and recordings under a *Creative Commons* license or other appropriate open license whenever possible, but reserves the right to do otherwise. The Bidder should acknowledge its understanding of this requirement and indicate its intent to comply.

7.6. Professional Development Planning

7.6.1. School and Conference Planning

The MLTI commonly provides support and coordination for participating schools' professional development needs and for Maine educational organizations' annual conferences. These schools and organizations recognize the need for professional development for their staff and members, but often need planning services to aid with matching appropriate MLTI professional development workshops to the school/organization goals. This may include phone, email, and video conferencing meetings as well as in-person participation planning meetings. The Bidder should describe its experience and capacity to provide planning services to schools and organizations in order to coordinate MLTI professional development services with school/organization goals.

7.6.2. MLTI Planning

The provider is expected to attend planning meetings with the Department to coordinate the development and delivery of the professional development services. These meetings may also include other relevant organizations including Apple, Inc. and CEPARE. Additionally, since this RFP may result in multiple awards, these meetings will serve to coordinate the work of all successful Bidders. The Department expects to hold half-day meetings twice each month. Meetings are usually in Augusta, Maine or New Gloucester, Maine, but at times may be in other locations in Maine. Additionally, due to the size of the State of Maine and the necessity of having professional development providers in locations all over the State, the Department uses Adobe Connect and other online collaboration tools to facilitate these meetings. In addition, the provider may be required to participate in meetings and planning sessions with other members of the Department and with à la carte providers. While the Department will attempt to limit the number of other meetings and planning sessions required of providers, the Department recognizes the importance of coordinating the professional development activities of the MLTI with the rest of the Department's work. Bidders should acknowledge their understanding of this requirement and their intent to comply.

7.6.3. À la carte MLTI Planning (*à la carte Bidders only*)

The provider is expected to attend monthly planning meetings with Department staff to coordinate the services of the provider during project periods. Meetings may take place in-person in Augusta, Maine or New Gloucester, Maine or online via Adobe Connect or simply via conference call. In addition, the Department may require à la carte providers to meet with full-time or part-time providers in order to collaborate, share resources, and generally coordinate the work. These meetings may take place in-person at mutually agreeable locations or via Adobe Connect or conference call, as appropriate. Bidders should acknowledge their understanding of this requirement and their intent to comply.

7.7. Technology Knowledge

7.7.1. MLTI Image and Tools

The provider is expected to be highly proficient in the use of the tools included in the MLTI solution. The Department recognizes that the toolset is vast, and that most if not all providers will not be experts in all tools available, but the Department does expect providers to be proficient users in most of the tools available in the MLTI solution, and to become highly proficient and expert users in tools that have direct application in their area of academic content expertise. The Department does not necessarily have the capacity to provide training to the provider in the use of the MLTI tools.

For the purposes of the self-assessment requirement of this RFP, Bidders should use the following definitions:

Not Proficient: Does not have a working knowledge of the tool. Is not comfortable using the tool to perform its intended function.

Proficient: Has basic working knowledge of the tool. Has the capacity to use the tool to perform the basic intended functions of the tool itself, but would not feel comfortable leading a workshop where this tool was central to the skills and strategies being covered.

Highly Proficient: Has strong working knowledge of the tool. Has the capacity to use the tool to perform complex tasks, and would feel comfortable leading a workshop where this tool was central to the skills and strategies being covered.

Expert: Has deep knowledge of the tool. Has the capacity to use the tool for tasks most users would not have considered possible or even intended for the tool. Easily integrates the tool with

other tools, and would feel comfortable leading a workshop where this tool was central to the skills and strategies being covered with no advanced notice.

In order to allow the Department to ensure its provider(s) have a broad capacity to support most, if not all, of the tools available in the MLTI solution, Bidders must complete the self-assessment matrix in Appendix A.

PART III KEY RFP EVENTS

8. Questions

8.1. General Instructions

- 8.1.1. It is the responsibility of each Bidder to examine the entire RFP and to seek clarification, in writing, on any information or instructions, if needed.
- 8.1.2. Questions must be submitted in writing and received by the RFP Coordinator as soon as possible but no later than the date and time specified below.
- 8.1.3. Questions may be submitted by e-mail only. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
- 8.1.4. Bidders must include a subject heading on the e-mail question, along with the RFP Number and Title, and must refer to the page number and paragraph of this RFP that is relevant to the question presented for clarification, if applicable.
- 8.1.5. Send e-mail questions to:

RFP Coordinator: Jeff Mao
E-mail: jeff.mao@maine.gov

8.2. Written Questions Due

Written questions must be received by the RFP Coordinator no later than 5:00 p.m. local time on the dates specified here:

Round 1: April 19, 2012, 5:00 p.m. Local Time

Round 2: June 11, 2012, 5:00 p.m. Local Time

No questions will be accepted after the Written Question due dates.

8.3. Summary of Questions and Answers (Q&A)

Responses to all substantive questions will be compiled in writing and published to the website: <http://www.mlti.org/rfp> no later than seven (7) calendar days prior to the proposal due date. It is the responsibility of the Bidder to monitor the website for additions to the Summary of Questions and Answers. All questions and answers posted to the website during Round 1 will remain in effect and binding for Round 2 of this RFP. Only those answers issued in writing by the RFP Coordinator will be considered binding.

9. Submitting the Proposal

9.1. **Proposals Due:** Proposals must be received no later than:

Round 1 – April 20, 2012

Round 2 – June 8, 2012 (Round 2 proposals submitted prior to May 18, 2012 will not be accepted)

Proposals must be received by 2:00 p.m. local time on the dates given in this section, at which time they will be opened.

9.2. **Mailing/Delivery Instructions**

- 9.2.1. PLEASE NOTE: The proposals are not to be submitted to the RFP Coordinator at the Department. The official delivery site is a different State agency at a different location. The Department does not receive the proposals directly as they are logged in at the official delivery site,

and held until the filing deadline has expired; then the proposal packages are turned over to the sponsoring agency to be evaluated.

- 9.2.2. Only proposals received at the official delivery site by the stated deadline will be considered. Bidders submitting proposals are responsible for allowing adequate time for delivery. Proposals received after the 2:00 p.m. deadline will be rejected without exception. Postmarks do not count and faxing or electronic mail transmissions of proposals are not permitted.
- 9.2.3. The Bidder must send a sealed package including an **original and two (2) copies** of the complete proposal. Please clearly label the original. One electronic copy of the proposal must also be provided on CD or flash drive with the complete narrative and attachments in a searchable Adobe Reader (.pdf) format.
- 9.2.4. Address each package as follows (Be sure to include the Bidder's full business name and address as well as the RFP number and title):

Bidder Name/Return Address
Division of Purchases, DAFS
Burton M. Cross BLDG 4th Floor
111 Sewall ST
9 State House Station
Augusta ME 04333-0009
RFP# 201203260

PART IV PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION

10. Proposal Format

This section contains instructions for Bidders to use in preparing their proposals. The Bidder's proposal must follow the outline used below, including the numbering and section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the proposal being considered non-responsive or a reduced score. The Department and its Evaluation Team described in Section 12 below have sole discretion to determine whether a variance from the RFP specifications will result in either disqualification or reduction in the score of a proposal. **PLEASE NOTE: Rephrasing of the content provided in this Request for Proposal will, at best, be considered minimally responsive.** The Department is interested in a detailed yet succinct response that demonstrates the Bidder's experience and ability to perform the requirements specified throughout the RFP.

- 10.1. Each copy of the completed proposal must be fastened by means of either an expansion (paper clip style) or gripper (pinch type) clamp at the upper left-hand corner. Do not submit 3-ring binders or other types of fasteners unless specifically requested.
- 10.2. The narrative portion of the proposal must be typed or printed, single spaced and single sided, with 1" margins on white 8 1/2" x 11" paper using a font no smaller than 12 point Times Roman.
- 10.3. All pages must be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the Cover Page or Table of Contents pages) through to the end, including all forms and Attachments. The Bidder's name should appear on every page, including Attachments. Each Attachment must reference the RFP section or subsection number to which it corresponds.
- 10.4. Bidders are asked to be brief and to respond to each question and instruction listed in Part IV, Proposal Submission Requirements and Evaluation. Number each portion of the proposal to correspond to the relevant section of the RFP. The narrative is limited to a total of 10 pages. This includes the Work Plan, the Cost Proposal narrative and other items not listed below (in Section 10.5).
- 10.5. The following will not be counted as narrative: Proposal Cover Page, Table of Contents, financial forms or any required attachments specified in the RFP, staff résumés, Articles of Incorporation, and the Technology Knowledge Matrix included in Appendix A.
- 10.6. The Bidder may not substitute additional Attachments beyond those specified in the RFP for the purpose of extending its narrative response. Any material exceeding the narrative limit will not be considered in evaluation of the proposals. Bidders shall not include brochures or other promotional material with their proposals.
- 10.7. The Bidder must include any forms provided in the application package or reproduce those forms as closely as possible. All information must be presented in the same order and format as described in the RFP.
- 10.8. It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the Evaluation Team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.
- 10.9. Proposal Cover Page Required: Complete and submit the proposal Cover Page provided in Appendix A of this RFP or a facsimile thereof. The Cover Page must be the first page of the proposal package. Please do not add any other type of cover or title sheet and please do not use a transmittal letter. It is important that the Cover Page show the specific information requested including applicant

address(es), amount of money being requested in the proposal, and other details listed.

10.10. The proposal Cover Page must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

11. Proposal Outline

Proposal Section I Organization/Independent Contractor Qualifications and Experience

The Maine Learning Technology Initiative is entering its eleventh year of full operation. It remains the only statewide 1:1 student computing initiative in the United States, and it has served as a model for other similar programs around the nation and the world. As such, the Department is seeking a highly qualified provider or providers for professional development services. Providers should be not only deeply knowledgeable about strategies for employing learning technologies in the classroom and experts in adult learning, but deeply knowledgeable about leveraging technology in a 1:1 learning environment. The Department strongly believes that the MLTI 1:1 learning environment is necessarily different from other models for providing technology to support student learning and that professional development to support teachers in the effective use of these tools and the potential changes in practice are arguably unique as compared to other models like computer labs, mobile computer lab carts, mobile computing solutions (i.e., smart phones), or tablet-based solutions. For more information about the MLTI solution, please see <http://www.mlti.org>.

11.1. Description of the Organization/Independent Contractor

Present a detailed statement of qualifications and summary of relevant experience. If subcontractors are to be used, specify name, address, phone number, contact person and describe their organizational capacity and qualifications.

11.2. Organization/Independent Contractor Qualifications

11.2.1. Location of the corporate/independent contractor headquarters.

11.2.2. Attach documentation of teaching licensure (if held).

11.2.3. Attach a copy of the face page of the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with the work described in this RFP.

11.3. Organization/Independent Contractor Experience

Briefly describe the history of the Bidder's organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. Include similar information for any subcontractors.

11.4. Description of Experience with Similar Projects

Provide information on projects that reflect experience and expertise needed in performing the functions described in Scope of Services (Part II of this RFP). If there were any cited experiences, briefly describe them and explain how they were corrected. PLEASE NOTE: Contract history with the State of Maine will be considered in rating the proposal.

If the Bidder has not provided similar services, note that and describe experience with projects that highlight the Bidder's general capabilities.

11.5. Letters of Recommendation

Letters of Recommendation may be attached from persons who are familiar with the Bidder's experience and success with services or projects. In particular, the letters must address degree of satisfaction with the Bidder's performance. No more than three Letters of Recommendation will

be accepted. Copies of the letters must be enclosed with each copy of the proposal package.

Proposal Section II Specifications of Work to be Performed

11.6. Services to be Provided

- 11.6.1. Refer to Part I and Part II of this RFP in discussing the scope of services offered. Give particular attention to describing the methods and resources to be used and how the tasks involved will be accomplished. If subcontractors are involved, clearly identify the work each will perform. Bidders must label responses following the same numbering and headings used in Section 7 of the RFP (i.e., 7.2.1 *Digital Content Development*) so that the Evaluation Team clearly understands to which section of the RFP the response pertains.

Proposal Section III Cost Proposal

11.7. General Instructions

- 11.7.1. The Bidder must use the form, Cost Proposal form attached in Appendix A.
- 11.7.2. The Bidder must submit a Cost Proposal covering the entire period of the contract. For **Round 1** proposals, please use the expected contract start date of July 1, 2012 and an end date of June 30, 2013 in preparing this section. For **Round 2** proposals, please use the expected start date of August 1, 2012 and an end date of June 30, 2013 in preparing this section.
- 11.7.3. The Cost Proposal must include the costs necessary for the Bidder to fully comply with the contract terms and conditions, RFP requirements and any amendments to those requirements, and the responses provided in the Bidder's proposal. Any costs omitted or otherwise not included as required will be absorbed by the Bidder should they become the Provider. For information that is not applicable, please identify it as such by indicating N/A, and explain.
- 11.7.4. Failure to provide the requested information, or to follow required response format, may result in the exclusion of the proposal from consideration, at the Department's and Evaluation Team's sole discretion.
- 11.7.5. No costs related to the preparation of the response to this RFP or to the negotiation of the contract with the Department may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or provision of requested services may be included in the budget.

11.8. Detailed Instructions

11.8.1. Full-time

For the purposes of scoring, all full-time proposals will be compared against all other full-time proposals based on a single FTE. For example, a Bidder that includes as a part of its bid an FTE of 3.0 on its proposal Cover Page and Cost Proposal will have its Cost Proposal divided by 3 in order to calculate a proportional Cost Proposal for 1.0 FTE that may be compared with other Cost Proposals from other Bidders.

11.8.2. Part-time

For the purposes of scoring, all part-time proposals will be compared against all other part-time proposals based on a single FTE. For example, a Bidder that includes as a part of its bid an FTE of

0.7 on its proposal Cover Page and Cost Proposal will have its Cost Proposal divided by 0.7 in order to calculate a proportionally equivalent Cost Proposal to 1.0 FTE.

11.8.3. À la carte

For each category of service include in the Bidder's proposal, a Cost Proposal must be included for this section of the RFP. Costs must be expressed in units as described below in order to provide the Department comparable Cost Proposals:

- Content Development for Audio/Video Podcasts for iTunes U: Cost/20 minute episode
- Curriculum Development for In-Person workshops: Cost/3 hour workshop
- Curriculum Development for Synchronous Online workshops: Cost/60 minute workshop
- Curriculum Development for Asynchronous Online workshops: Cost/2 week workshop
- Workshop Delivery for In-Person workshops: Cost/3 hour workshop
- Workshop Delivery for Synchronous Online workshops: Cost/60 minute workshop
- Workshop Delivery for Asynchronous Online workshops: Cost/2 week workshop

Proposal Section IV Required Attachments

11.9. The following documents must be attached to the back of the Application Package in the order as numbered below. The required documents will be reviewed and rated by the Evaluation Team.

11.9.1. Organizational Chart - Attach an organizational chart of the organization responding to this RFP. The organizational chart must include the program/component being proposed. Each position must be identified by position title and correspond to the personnel job descriptions required in Section 11.9.3 below.

11.9.2. Job Descriptions - Attach job descriptions for all staff assigned to the project being proposed in this RFP. Job descriptions must include minimum qualifications. If the organization administers programs other than the one being proposed in this RFP, include job descriptions of the Executive Director and Chief Fiscal Officer and any other key management staff who will be responsible for carrying out the objectives of the program/component being proposed.

11.9.3. Staff Résumés - Attach up-to-date résumés of current staff members that match up with the job descriptions requested above. Position titles must be the same as the position titles on each job description and on the organizational chart.

11.9.4. Organizational Status - If legally incorporated in the State of Maine or other jurisdiction, attach a copy of the organization's attested Articles of Incorporation. Specifically, this would usually be Form MBCA-6 (For-Profits) or Form MNPCA-6 (Non-Profits) from the Secretary of State. Also acceptable for non-profits: a copy of authorization from the Federal Department of the Treasury, certifying Exemption under Section 501(c)(3) of the Internal Revenue Code. Public non-profit organizations may provide certification on appropriate agency letterhead, signed by a public official authorized to enter into contracts on behalf of the public entity. If applying for corporate status, attach a copy of the organization's application for incorporation, i.e., unattested copy of the organization's Articles of Incorporation. Independent contractors must include a signed statement affirming their status as an independent contractor.

11.9.5. Provision of Contract Services by Foreign Nationals or Work Performed Abroad - The 122nd Maine Legislature passed Resolve, Chapter 16, (<http://www.mainelegislature.org/ros/LOM/LOM122nd/Res7-50/Res7-50-09.htm>) requesting that

certain information regarding any contracted service work to be performed abroad, or to be performed by foreign nationals, be reported. This has been added to the Standard State Agreement to Purchase Services as Rider G. To assist with this effort during the process of selecting potential providers, the Department requests that Bidders provide the appropriate information in Rider G, attached with Appendix A.

12. Proposal Evaluation and Selection

Evaluation of the submitted proposals shall be accomplished as follows:

12.1. Evaluation Process - General Information

12.1.1. An Evaluation Team composed of qualified reviewers will judge the merits of the proposals in accordance with the criteria defined in this RFP.

Officials responsible for making decisions on the selection of a provider shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are eligible to be evaluated. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal best satisfies the criteria of the RFP

12.1.2. The Department reserves the right to schedule interviews with the Bidders if needed to obtain clarification of information contained in the proposals and may revise the scores assigned in the initial evaluation to reflect those interviews. However, the Department reserves the right to make a contract award without any further discussion with the Bidders regarding the proposals received. Therefore, proposals should be submitted initially on the most favorable terms available from both a price and technical standpoint.

12.2. Scoring Weights and Process

12.2.1. **Scoring Weights:** The score will be based on a 100 point scale and will measure the degree to which each proposal meets the following criteria. Information gathered as part of reference checks will be included when applicable:

12.2.1.1. Proposal Section I. Organization/Independent Contractor Qualifications and Experience (25 points)

Includes organizational and personnel qualifications, required credentials, experience with similar projects and service populations, references, etc.

12.2.1.2. Proposal Section II. Specifications of Work to be Performed (50 points)

Includes methods and policies for conducting the functions outlined in this RFP, capacity for meeting Department objectives, and timeline and process for implementing the project through the contract period.

12.2.1.3. Proposal Section III. Cost Proposal (25 points)

Includes total cost and budget to perform all functions outlined in this RFP, accuracy and completeness, financial stability, and assumptions used in calculating the costs.

12.3. Scoring Process

The Evaluation Team will use a consensus approach to evaluate the bids. Members of the Evaluation Team will not score the proposals individually but instead will arrive at a consensus as

to assignment of points on each category (except cost) for each proposal. The Cost section will be scored according to a mathematical formula described below.

12.3.1. Scoring the Cost Proposal

The total cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 25 points. Proposals with higher bids will be awarded proportionately fewer points calculated in comparison with that lowest bid. In order to ensure comparable Cost Proposals, please see Section 11.8.

The scoring formula using potentially adjusted figures based on Section 11.8 is:

(Lowest submitted cost/cost of proposal being scored) x (25) = pro-rated score

12.3.2. No Best and Final Offers

THE STATE OF MAINE WILL NOT SEEK A BEST AND FINAL OFFER (BAFO) FROM ANY BIDDER IN THIS PROCUREMENT PROCESS. ALL BIDDERS ARE EXPECTED TO PROVIDE THEIR BEST VALUE PRICING WITH THE SUBMISSION OF THEIR PROPOSALS.

12.3.3. The Department reserves the right to negotiate with a successful Bidder in the finalization of the contract at the same rate or cost of service as presented in the selected proposal. However, such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department's Request for Proposals to an extent that may affect the price of goods or services requested. (5 MRSA 1825-A sub-section 7) The Department reserves the right to terminate contract negotiations with a selected Bidder who submits proposed contract terms significantly different from the proposal it submitted in response to the advertised RFP.

12.4. Selection and Award

12.4.1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Purchases Review Committee.

12.4.2. Notification of selection or non-selection will be made in writing and forwarded by e-mail and fax with original letter to follow by regular mail.

12.4.3. Issuance of this RFP in no way constitutes a commitment by the Department to award a contract(s), to pay costs incurred in the preparation of a response to this request or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.

12.4.4. The Department reserves the right to reject any and all proposals or to make multiple or partial awards.

PART V CONTRACT ADMINISTRATION AND CONDITIONS

13. Contract Effective Date and Project Commencement

13.1. A successful Bidder will be required to execute a standard State of Maine Agreement to Purchase Services. A list of Applicable Riders is as follows:

Rider A: Specification of Work to be Performed

Rider B: Method of Payment and Other Provisions (Included in this section)

Rider C: Exceptions to Rider B

Rider D: Ownership

Rider G: Identification of Country in Which Contracted Work Will Be Performed

A sample copy of this document, including Riders D and G, is included in Appendix A.

- 13.1.1. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Purchases Review Committee. “A contract is not considered fully executed and valid until approved by the State Purchases Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to bidders.” (Regulations of the Department of Administrative and Financial Services, Bureau of General Services, Division of Purchases: Ch. 110, 3.B.i.):

<http://www.maine.gov/purchases/policies/chapter110.html>

This provision means that a contract cannot be effective until at least 14 days after award notification.

- 13.1.2. The Department estimates having the Agreement in place by July 1, 2012 (Round 1) or August 1, 2012 (Round 2), recognizing that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Purchases Review Committee. Any appeals of the Department’s award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date may need to be adjusted, if necessary, to comply with all applicable requirements.

- 13.1.3. Independently, and not as an agent of the State of Maine, the provider shall furnish all necessary labor, materials, equipment, qualified personnel, facilities and services as needed to perform and provide the services described in the contract.

13.2. Standard State Agreement Provisions

- 13.2.1. Agreement Administration - Following the award, an Agreement Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after award for consultation and finalization of the contract with the successful Bidder.
- 13.2.2. In the event that an acceptable contract cannot be negotiated, the Department may withdraw its award and accept the next-highest ranked bid that meets the requirements, or may cancel the RFP, at its sole discretion.
- 13.2.3. The Department will designate a primary liaison who will provide data and information to the contractor as necessary. The Department shall make all best efforts to provide reasonable and timely resolution of questions of policy or procedure as they affect the execution of the contract.
- 13.2.4. Program Administration - Following the award, a Department representative will be designated as the Program Administrator for this Agreement and shall be responsible for oversight of the programmatic aspects of this Agreement. The Program Administrator will work closely with the Agreement Administrator in developing the final contract and in monitoring the achievement of objectives and desired outcomes as set forth in this Request for Proposals and the contract.
- 13.2.5. Payments and Other Provisions

The provider will be paid in equal quarterly payments, on the basis of satisfactory completion and delivery of work specified in the contract.

The first payment for Round 1 and Round 2 will be issued September 2012, contingent on satisfactory completion and delivery of work specified in the contract and due by August 2012.

APPENDIX A

Proposal Cover Page and Required Forms

**State of Maine
Department of Education
PROPOSAL COVER PAGE**

RFP #201203260: Maine Learning Technology Initiative Professional Development Providers

Applicant/Agency:		
Chief Executive Name/Title:		
TEL:	FAX:	E-mail:
Street Address:		City/State/Zip:
		Federal Taxpayer ID Nbr:
Program Manager		
Name:		TEL:
Address:		Fax:
		E-mail:

Funding Requested (Full-Time)	FTE:	\$
Funding Requested (Part-Time)	FTE:	\$
Funding Requested (À la carte)	Content Development for Audio/Video Podcasts for iTunes U	\$
	Curriculum Development for In-Person workshops	\$
	Curriculum Development for Synchronous Online workshops	\$
	Curriculum Development for Asynchronous Online workshops	\$
	Workshop Delivery for In-Person workshops	\$
	Workshop Delivery for Synchronous Online workshops	\$
	Workshop Delivery for Asynchronous Online workshops	\$
Content Area Specialty (check all that apply)	<input type="checkbox"/> English Language Arts <input type="checkbox"/> Social Studies <input type="checkbox"/> Mathematics <input type="checkbox"/> World Languages <input type="checkbox"/> Library/Media Services <input type="checkbox"/> Visual and Performing Arts <input type="checkbox"/> Science <input type="checkbox"/> Universal Design and Accessibility	

- This proposal and the total fixed price contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized by the Board of Directors [or other head official of the bidding organization] to enter into contractual obligations on behalf of the above-named organization. To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Authorized Signature

Date

Name and Title (Typed)

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Technology Knowledge Matrix

Bidders must self-assess their knowledge of the following tools as described in Section 7.7.1 by entering an “X” in the appropriate column.

Software Tool	Not Proficient	Proficient	Highly Proficient	Expert
Acorn				
Adobe Digital Editions				
Automator				
Bento				
Comic Life				
Data Studio				
Democracy				
Encyclopedia Britannica				
Forbidden City				
Garageband				
Geniquest				
Geogebra				
Google Earth				
Grapher				
iCal				
iChat				
iDVD				
iMovie				
iPhoto				
iTunes				
iWeb				
JA Titan				
Keynote				
Logger Pro				
Mail				
Maine Explorer				
MindNode				
MuseScore				
MyWorld GIS				
NetLogo				
NoteShare				
Numbers				
Omni GraphSketcher				
OmniDazzle				
OmniFocus				
OmniGraffle				
OmniOutliner				
Overdrive Media Console				
Pages				
Photo Booth				
Preview				
ProfCast				
QuickTime Player X				
Safari				
Scratch				
SketchUp Pro				
Studywiz				
TextEdit				
VoiceOver				
Wolfquest				
Write Room				
Zon				

Cost Proposal

Funding Requested (Full-Time)	FTE:	\$
Funding Requested (Part-Time)	FTE:	\$
Funding Requested (à la carte)	Content Development for Audio/Video Podcasts for iTunes U	\$
	Curriculum Development for In-Person workshops	\$
	Curriculum Development for Synchronous Online workshops	\$
	Curriculum Development for Asynchronous Online workshops	\$
	Workshop Delivery for In-Person workshops	\$
	Workshop Delivery for Synchronous Online workshops	\$
	Workshop Delivery for Asynchronous Online workshops	\$
Content Area Specialty (check all that apply)	<input type="checkbox"/> English Language Arts <input type="checkbox"/> Social Studies <input type="checkbox"/> Mathematics <input type="checkbox"/> World Languages <input type="checkbox"/> Library/Media Services <input type="checkbox"/> Visual and Performing Arts <input type="checkbox"/> Science <input type="checkbox"/> Universal Design and Accessibility	

Sample of standard State of Maine Agreement to Purchase Services

AdvantageME CT No: _____

STATE OF MAINE
DEPARTMENT OF EDUCATION
Agreement to Purchase Services

THIS AGREEMENT, made this _____ day of _____, is by and between the State of Maine, _____, hereinafter called "Department," and _____, located at _____, telephone number _____, hereinafter called "Provider", for the period of _____ to _____.

The AdvantageME Vendor/Customer number of the Provider is _____

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed
Rider B - Payment and Other Provisions
Rider C – Exceptions to Rider B
Rider D, E, and/or F – (At Department's Discretion)
Rider G – Identification of Country in Which Contracted Work will be Performed

WITNESSETH, that this contract is consistent with Executive Order 17 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in _____ original copies.

DEPARTMENT OF _____

By: _____

Name and Title, Department Representative

and

By: _____

Name and Title, Provider Representative

Total Agreement Amount: \$ _____

Approved: _____
Chair, State Purchases Review Committee
BP54 (Rev 1/12)

AdvantageME ACCOUNT CODING

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ _____

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: _____
Title: _____
Address: _____

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and

approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if

requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as “claims”) resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as “person”) providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department’s negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits.

Providers insured through a “risk retention group” insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State’s option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
EXCEPTIONS TO RIDER B

RIDER D
ADDITIONAL REQUIREMENTS

1. OWNERSHIP

All materials produced in performance of this Agreement, including audio/video recordings of live workshops delivered, by the Provider and its subcontractors, and identified as products to be delivered by the Provider to the Department, are the property of the Department. The Department intends to publish materials produced in performance of this Agreement by the Provider under a *Creative Commons (CC-BY)* license or other appropriate open license, but the Department reserves the right to do otherwise.

2. ASSURANCES

A. Federal and State Compliance

The Bidder will comply with all applicable, required State and Federal statutes, regulations and requirements, including all applicable Civil Rights, Affirmative Action, and Confidentiality compliance assurances. In addition, the Bidder agrees to cooperate with legally constituted Federal or State financial or program audits, requests for information or reports.

B. Reporting

The Bidder will comply with reporting requirements as agreed upon during the contract negotiation stage and included in the contract.

C. Financial Requirements

The Bidder assures that there are no past, current or outstanding claims against the Bidder for failure to perform, financial insolvency, bankruptcy, negligence or malfeasance; citation of any contracts which were canceled or terminated for failure to perform, financial insolvency, bankruptcy, negligence or malfeasance. (If any, attach explanation.)

D. Organizational Requirements

The Bidder assures that there is no current or potential conflict of interest in their potential selection as contractor or in the performance of their responsibilities as part of this project. (Note: The following condition would represent such a conflict of interest: hiring or contracting for assistance in the preparation of this proposal with an individual or organization who has been paid for work involved in the preparation of this RFP. The Bidder may request, in writing, a clarification regarding a possible conflict of interest. This request must include a precise description of the relationship between the Bidder and any other entity, and/or the circumstances, past, present or anticipated, which might account for the conflict of interest.)

E. Sanctioned Employees

The Bidder certifies that neither it nor any of its employees or principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☐

United States. Please identify state: _____

☐

Other. Please identify country: _____

Notification of Changes to the Information

THE PROVIDER AGREES TO NOTIFY THE DIVISION OF PURCHASES OF ANY CHANGES TO THE INFORMATION PROVIDED ABOVE.